

April 4, 2006

**REQUEST FOR QUALIFICATIONS
Translation Services**

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications (SOQ) to provide translation and interpreter services for a broad range of projects aimed at improving MTC's public outreach and involvement with non-English speaking communities in the nine-county San Francisco Bay Area. At a minimum, the selected consultant(s) will be expected to provide translation/interpreter services for Spanish, Chinese or Vietnamese speaking communities. Depending on their capabilities, the selected consultant(s) may be expected to provide services in additional languages.

MTC intends to enter into one or more one-year contracts (with the potential, at MTC's option, for four one-year extensions) for translation and interpreter services with the consultant(s) selected through this Request for Qualifications (RFQ). Firms may submit Statement of Qualifications for translation/interpreter services for one or more languages. Based on the evaluation criteria set out on page 4 of this RFQ, MTC may select one or more firms for translation/interpreter services in order to cover the range of languages needed.

This letter and its enclosures constitute the RFQ for this project. Responses to the RFQ should be submitted in accordance with the instructions set forth herein.

Statement of Qualifications (SOQ) Due Date

Interested firms must submit two (2) copies of their Statement of Qualifications by 4:00 p.m., Friday, April 21, 2006. *Any Statement of Qualifications received after that date and time will not be considered.*

MTC Contact

Statement of Qualifications and all inquiries relating to this RFQ should be submitted to the Project Manager at the address shown below. For inquiries, call 510.817.5783 or e-mail calvarado@mtc.ca.gov.

Catalina Alvarado
Metropolitan Transportation Commission
101 Eighth Street
Oakland CA 94607-4700

Background

The Metropolitan Transportation Commission (MTC) was created by the State Legislature in 1970 to provide comprehensive transportation planning for the nine-counties that comprise the San Francisco Bay Area: Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Solano and Sonoma. In carrying out its duties, MTC works collaboratively with others who have an interest in Bay Area transportation issues, including agencies and jurisdictions at the local, state and federal level, private-sector organizations, community groups, and members of the general public. Through this RFQ, MTC intends to provide accurate, high quality and culturally sensitive translations in order to more actively involve bilingual and multilingual communities in MTC's key decisions and actions.

Minimum Qualifications

At a minimum, consultants must demonstrate:

For Translation Services

- Ability to provide accurate, quality written translations in Spanish, Chinese (Cantonese and/or Mandarin) or Vietnamese.
- Sufficient staff resources to work on multiple projects at the same time.
- Must be able to accept Macintosh QuarkXPress files, and maintain graphic images while inserting translated text. Ability to perform graphic design services in QuarkXPress and Word in order to format translated materials into layouts similar to those of the English version.
- Capability to deliver translated files to MTC in a PDF format and in QuarkXPress or Word (depending on how the files were originally sent to the vendor) so that MTC can make edits to the files.
- Capability of 24-hour turnaround for written translations of 1,000 words or less.

For Interpreter Services

- Ability to provide accurate, fluent interpreter services in Spanish, Chinese or Vietnamese.
- Knowledge of and sensitivity to the cultural diversity of the targeted non-English speaking group(s).
- Local presence in the nine-county San Francisco Bay Area.
- Sufficient staff resources to work on multiple projects at the same time.

Supplemental Qualifications Relevant to Both Translation and Interpreter Services (Desired)

In addition to the above minimum qualifications, the following factors are desirable in candidate firms and will be considered in the evaluation of proposals:

- Knowledge of transportation terminology;
- Ability to provide simultaneous translation equipment (headphones, etc.); and

- Specific knowledge of, and expertise in, providing interpretations/translations to and from languages in addition to Spanish, Chinese and Vietnamese that are widely spoken in the nine-county San Francisco Bay Area including, but not limited to, Tagalog or Russian.

Scope of Work and Budget

Actual assignments will depend upon the nature of assistance required and will be allocated by task orders.

Typically, with respect to translation services, the consultant will be called upon to provide accurate, quality translations for use in printed materials such as reports, brochures or press releases; or electronic media such as MTC's Web site. If available, material needing to be translated will be provided to the consultant in an electronic format.

With respect to interpreter services, the consultant may be called upon to provide translators/interpreters to attend workshops, community meetings and public forums held within the nine Bay Area counties. Meetings may be during normal work hours or in the evening. Depending on the size of the meeting, interpreters may be required to work with or without translation equipment such as headphones.

MTC intends to enter into contract(s) with each selected firm for initial terms beginning from May 2006 through April 2007. At MTC's option, the contract(s) may be renewed for up to four additional one-year terms, each. However, the contract(s) between MTC and consultant(s) will not commit MTC to awarding any particular project or number of projects to the selected consultant(s). The estimated total budget for the initial term of the contract(s) is \$13,000. Additional amounts for future years will be based on the budget for that year.

Form of Statement of Qualification

Each Statement of Qualifications should include:

1. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date, and should include the name and telephone number of a contact person, if different from the signatory, and a statement that the Statement of Qualifications is a firm offer to enter into a contract with MTC according to the terms of this RFQ for 90 days following its submission. The transmittal letter shall indicate in which language(s) the consultant can provide translation/interpreter services (Spanish, Chinese [specify Mandarin or Cantonese] and/or Vietnamese, or others).
2. A detailed statement demonstrating the consultant's compliance with the nine (9) minimum qualifications described above for translation and interpreter services.
3. A detailed statement of the qualifications and relevant experience of the consultant firm related to any supplemental qualifications described in this RFQ.
4. At least one sample of a written publication translated from English by the consultant for each of the languages in which the consultant has expertise.
5. Names and qualifications of key personnel, including detailed discussion of areas of their expertise. (Resumes may also be attached.)

6. References attesting to the consultant's experience in performing work substantially similar to the services covered by this RFQ, along with the names and telephone numbers of a contact person for each reference.
7. Use *Appendix A*, Proposal Bid Form, to show consultant costs listed on the form for written translation services, graphics work associated with the written translations, oral interpreter services, as well as any other expenses that would be passed on to MTC in projects of this nature. Also use the form to describe the consultant's regular turn-around time for providing translations and rush charges.
8. A signed California Levine Act statement (*Appendix B*).

Evaluation

A panel consisting of MTC staff will evaluate each Statement of Qualifications received by the above deadline that meets the minimum qualifications according to the following evaluation criteria, in order of relative importance:

- Capability and experience of proposer and key personnel in relation to minimum qualifications;
- Capability and experience of proposer and key personnel in relation to supplemental qualifications;
- The ability to provide accurate translation, be it orally or in writing, based on sample(s) and references;
- Cost to MTC

The evaluation panel may elect to hold oral interviews of firms. However, MTC reserves the right to select consultants based solely on written qualifications and not convene oral interviews.

Proposals will be evaluated separately for the translation portion of the work and for the interpreter services portion of the work. Different firms may be selected for translation and/or interpreter services in Spanish, Chinese and/or Vietnamese. However, one firm may be chosen to provide all portions of the work, depending on what is most advantageous to MTC, based on the evaluation criteria.

MTC reserves the right to accept or reject any and all Statement of Qualifications submitted, to waive minor irregularities in Statement of Qualifications, and to request additional information from the consultants. Any awards made will be to firm(s) whose Statement of Qualifications are the most advantageous to MTC, based on the evaluation criteria outlined above.

Consultant Selection Timetable

4:00 p.m., Friday, April 21, 2006

Closing date and time for receipt of Statements of Qualifications at MTC

The week of May 1, 2006

Interviews, if necessary, at MTC's offices

The week of May 8, 2006

Recommendation(s) to the MTC Executive
Director

The week of May 8, 2006 (approximate)

Execution of Contract(s)

Selection Disputes

A proposer may object to a provision of the RFQ on the grounds that it is arbitrary, biased or unduly restrictive, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date SOQs are due, for objections to RFQ provisions; or
- 2) No later than three (3) working days after the date the proposer is notified that it failed to meet minimum qualifications; or
- 3) No later than three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Executive Director authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Director of Legislation and Public Affairs (LPA) will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Executive Director shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Director of LPA.

Should the Proposer wish to appeal the decision of the Director of LPA, it may file a written appeal with the MTC Executive Director, no later than three (3) working days after receipt of the written response from the Director of LPA. The Executive Director's decision will be the final agency decision.

General Conditions

MTC will not reimburse any consultant for costs related to preparing and submitting an SOQ.

All materials submitted by proposers are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt.

MTC reserves the right in its sole discretion not to enter into any contract as a result of this SOQ.

The selected firm will be required to sign a contract with MTC, the provisions of which are summarized in *Appendix C, Synopsis of Provisions in MTC's Standard Letter Agreement*. In particular, we direct your attention to the insurance provisions in *Appendix C*. Any objections to the insurance requirements or any other provision set forth in *Appendix C* must be brought to MTC's attention on or before the due date set for receipt of SOQs in order to ensure consideration. If such objections are not brought to MTC's attention by the due date set for receipt of SOQs, compliance will be assumed.

Authority to Commit MTC

The Project Manager, on behalf of the panel, will recommend the top-ranked firm(s) to the Executive Director, who, if he concurs, will commit MTC to the expenditure of funds in connection with this RFQ.

We appreciate your interest in this RFQ and look forward to receiving your Statements of Qualifications.

Sincerely,

Steve Heminger
Executive Director

SH: CA

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**APPENDIX A
PROPOSAL BID FORM**

Translation Services

Language	Spanish	Chinese	Vietnamese	Other:	Other:
Price per word:					
Indicate standard turnaround time, and if this varies by length of document					
<i>Describe Rush Charges, if applicable:</i>					
For 24-hour turnaround, up to 1,000 words					
For same business day turnaround, up to 1,000 words					
Indicate any other cost considerations for translation services					

Graphics Work

Explain costs associated with graphic layout needs described under Minimum Qualifications for Translation Services: to format translated materials into layouts similar to those of the English version.

APPENDIX A
PROPOSAL BID FORM *(continued)*

Oral Interpreter Services

Language	Spanish	Chinese Specify Mandarin or Cantonese	Vietnamese	Other:	Other:
Cost per hour					
-					
Indicate minimum charge per assignment					
Travel/Mileage Charges					
Indicate any other cost considerations					

Simultaneous Interpreting Equipment

Provide cost of equipment (headphones, etc) necessary for simultaneous interpreting at a meeting.

Signature	
Signature of Authorizing Official	
Name & Title of Authorizing Official	
Firm Name	
Address	
City, State, Zip Code	
Phone Number/Fax No.	
Email address	
Date	

APPENDIX B CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC’s commissioners include:

Tom Ammiano
Irma L. Anderson
Tom Azumbrado
James T. Beall, Jr.
Bob Blanchard
Mark DeSaulnier

Bill Dodd
Dorene M. Giacopini
Scott Haggerty
Anne W. Halsted
Steve Kinsey
Sue Lempert
John McLemore

Jon Rubin
Bijan Sartipi
James P. Spering
Adrienne J. Tissier
Pamela Torliatt
Shelia Young

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: _____

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

(TYPE OR WRITE NAME OF COMPANY)

APPENDIX C

SYNOPSIS OF PROVISIONS IN MTC's STANDARD LETTER AGREEMENT

1. Independent Contractor: CONSULTANT is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. CONSULTANT shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.
2. Indemnification: CONSULTANT agrees to defend, indemnify and hold MTC harmless from all claims, damages, liability, and expenses resulting from any negligent or wrongful act or omission of CONSULTANT in connection with the agreement. CONSULTANT agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such act or omission. CONSULTANT shall pay the full cost of the defense and any resulting judgments.
3. Termination: MTC may terminate the Agreement with five (5) days' prior written notice. If MTC terminates without cause, MTC will reimburse CONSULTANT for its non-recoverable project costs up to the date of termination. If CONSULTANT fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice; CONSULTANT is then entitled only to compensation for work performed in accordance with the Agreement. CONSULTANT may terminate without cause with sixty (60) days' prior written notice.
4. Key Personnel: Substitution of key personnel, if named in the Agreement, requires advance MTC approval.
5. Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement ("MTC Data") shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC SAFE Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to MTC Data made by the Consultant in the context of the Project shall be the property of MTC.
6. Ownership of Work Products: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC SAFE as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.
7. Subcontracts: No assignment or subcontracting of any part of the Agreement is permitted without prior written approval of MTC, and any attempt to do so will be null and void. MTC is under no obligation to any subcontractors.
8. Consultant's Records: CONSULTANT shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing

purposes. The records shall be retained by CONSULTANT for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

9. Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and CONSULTANT may not have any interest which conflicts with its performance under this Agreement.

10. Insurance Requirement: You agree to obtain and maintain at your own expense the following types of insurance placed with insurers with a Best's rating of A-X or better, for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate; (3) Owned, Non-Owned, and Hired Automobile Liability Insurance in an amount no less than \$1,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees as additional insureds and to specify that such insurance is primary and that no MTC insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

11. Governing Law. The agreement shall be governed by the laws of the State of California.

AGENCY (MTC/MTC SAFE/BATA):		MTC	
PROJECT TITLE:	Translation Services		
FISCAL YEAR(S):	2005-06	WORK ITEM #:	1112
BUDGET AMOUNT:	\$13,000	FUNDING SOURCE:	TDA
ADDENDUM NO.:			
REVIEW COMMITTEE:	APPROVAL DATE:		
(MTC Admin./SAFE Operations/BATA Oversight)			

REVIEW LIST

⁵ Reviews all procurements from all sections.

